



State of New Hampshire Department of Health and Human Services

REQUEST FOR PROPOSALS RFP-2018-DCYF-03-Consu

FOR

**Consultation for Successful Inclusion of Young Children with
Special Needs**

December 9, 2016



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1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals is published to solicit proposals for a statewide program to support the inclusion of young children with special needs in child care programs serving children six weeks through five years of age. The Department of Health and Human Services is seeking a contractor that will provide on-site and telephone consultations to child care programs, as well as group training to child care teachers and directors to promote the successful inclusion and prevent the expulsion or suspension of young children with special needs.

The objective of the program in New Hampshire is to allow for a successful entry and participation and retention of young children with special needs in child care programs in New Hampshire while at the same time promote trained teacher retention.

1.2. Request for Proposal Terminology

Bidder – Organization submitting a proposal in response to the RFP

CCDF – The Federal Child Care and Development Fund

CDB – Child Development Bureau, a bureau of the NH Division for Children, Youth and Families

Child Care Director – A person currently employed in a child care program, center or home-based, serving children in any age group from 6 weeks through 5 years of age for a minimum of 30 hours per week in a director position responsible for some combination of supervision, management, and administration of the program

Child Care Program – Licensed center-based and home-based child care programs as defined by He-C 4002, serving children in any age group from 6 weeks through 5 years of age, except child care programs operated by a school or serving only children 5 years of age or older

Child Care Teacher – A person currently employed in a child care program, center or home-based, in a teacher position, whether assistant, associate, or lead, with children in any age group from 6 weeks through 5 years of age in a licensed child care program

Consultation – “A collaborative, problem-solving process between an external consultant with specific expertise and adult learning knowledge and skills and an individual or group from one [or more] program[s] or organization[s]. Consultation facilitates the assessment and resolution of an issue-specific concern—a program/organizational-, staff-, or child-/family-related issue—or addresses a specific topic.” (NAEYC Early Childhood Education Professional Development: Training and Technical Assistance Glossary (2011).

Developmentally Appropriate Practice – Best practice for working with young children as described in Developmentally Appropriate Practice in Early Childhood Programs Serving Children from Birth through Age 8 (Carol Copple & Sue Bredekamp, eds., 2009, NAEYC)

DCYF - Division for Children, Youth and Families

DHHS – Department of Health and Human Services



Early Childhood Consultant –A person whose education and experience in early childhood services qualify him/her to provide targeted technical assistance, consultation and/or training to teachers and directors working in child care programs.

Expulsion - The complete and permanent removal of a child from an educational system, e.g., child care center (Gilliam & Shahar, 2006); Terminating the enrollment of a child or family in the regular group setting because of a challenging behavior or a health condition. (Caring for Our Children; National Health and Safety Performance Standards Guidelines for Early Care and Education Programs, 3rd edition). See Appendix F.

NDS – Child Care Aware® of America's National Data System for Child Care

NH State Core Knowledge Areas – The body of knowledge that defines the early childhood education profession as published in New Hampshire's Early Childhood Professional Development System Guide:

http://www.dhhs.nh.gov/dcyf/cdb/documents/nh_early_childhood_profdev_oct2015.pdf

New Hampshire's Early Childhood Professional Development System – The voluntary, except as required in State contracts, early childhood professional credential system that is detailed in the New Hampshire's Early Childhood Professional Development System Guide:

http://www.dhhs.nh.gov/dcyf/cdb/documents/nh_early_childhood_profdev_oct2015.pdf

New Hampshire's Early Learning Standards – The state framework that addresses learning and development milestones appropriate for children from birth to entrance into kindergarten: <http://www.dhhs.nh.gov/dcyf/cdb/documents/nh-early-learning-standards.pdf>

RFP – Request for Proposals. A Request for Proposals means an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

Serious challenging behaviors - Any behavior that makes it difficult for a young child to be successful in a group environment. Such behaviors interfere with a child's ability to positively interact with others and may disrupt the learning process or even pose health and/or safety risks. Such behaviors often frustrate adults because the behaviors do not respond to typical behavior intervention strategies. (Izen and Kalinowski, 12/10). Examples of these behaviors include prolonged tantrums, physical and verbal aggression, disruptive vocal and motor behavior, property destruction, self-injury, non-compliance, and withdrawal.

SFY – State Fiscal Year, a term that begins on July 1 and ends on June 30

Suspension - Reduction in the amount of time a child may be in attendance of the regular group setting, either by requiring the child to cease attendance for a particular period of time or reducing the number of days or amount of time that a child may attend. Requiring a child to attend the program in a special place away from the other children in the regular group setting is included in this definition. (Caring for Our Children; National Health and Safety Performance Standards Guidelines for Early Care and Education Programs, 3rd edition)



Technical Assistance (TA) – “The provision of targeted and customized supports by a professional(s) with subject matter and adult learning knowledge and skills to develop or strengthen processes, knowledge application, or implementation of services by recipients.” (NAEYC Early Childhood Education Professional Development: Training and Technical Assistance Glossary (2011).

TIECS – Trauma-Informed Early Childhood Services

Tuition Assistance Program – New Hampshire DHHS Tuition Assistance for Child Care Teachers and Directors of Child Care Programs for Young Children, a grant-based tuition assistance program that supports child care teachers and directors to enroll in early childhood education college courses

Vendor – Organization contractually bound to provide services

Young Child – A child in any age group from 6 weeks through 5 years of age

Young Child with Special Needs – A child in any age group from 6 weeks through 5 years of age who’s cognitive, language, physical, social and/or behavioral development is atypical enough that the child care program the child attends need consultation to successfully include the child. This definition is extended to include young children exhibiting serious challenging behaviors.

1.3. Contract Period

The Contract resulting from this RFP will be effective July 1, 2017, or upon Governor & Executive Council approval, whichever is later through June 30, 2019.

The Department may extend contracted services for up to four (4) additional years, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

2. BACKGROUND AND REQUIRED SERVICES

2.1. New Hampshire DHHS Consultation for Successful Inclusion of Young Children with Special Needs

The NH Department of Health and Human Services (DHHS) Division for Children, Youth, and Families (DCYF), Child Development Bureau (CDB) is responsible for the administration of the Federal Child Care and Development Funds (CCDF) and has historically used these funds to support a variety of quality activities intended to enhance the delivery of child care services throughout the State. Inclusion of young children with special needs in child care settings has been one of the specific areas to which funds have been directed. Child care teachers and directors need to have access to the support necessary to successfully include young children with special needs in the classrooms.

All young children who attend child care experience greater achievement in early learning and development when they experience consistency of care. This includes consistency of the teacher in their classroom as well as consistency of the child care program they attend. Young children with special needs experience a much higher rate of disruption of care, including classroom teachers leaving their position and child care programs expelling these children, resulting in a child needing to leave one child care program to attend another. These disruptions result in disorders in learning, behavior, and development that last into enrollment in public school and result in children who have a distinct disadvantage regarding achieving grade



level reading and math skills by the end of third grade. Recent data shows that young children who are expelled from child care programs are more likely to fail a grade, drop out of high school, or go to jail. Supports to child care teachers and directors to successfully include young children with special needs, including a tiered approach to telephone and on-site consultation, as well as group trainings, significantly reduce the risk of teachers leaving their positions and children with special needs being expelled or suspended from their child care programs.

Every young child is an individual with unique strengths and needs. In order to achieve typical learning, behavior, and development, young children with special needs must remain in a consistent child care program. In order to achieve this consistency of care, child care teachers and directors need specialized consultation specific to the strengths and needs of the individual child. This consultation provides teachers and directors with easily implemented adaptations to the environment, schedule, and curriculum that meet the needs of the individual child without disrupting the classroom for the other children.

Early childhood expulsions and suspensions are not based solely on child behaviors; they are adult decisions. Many child care programs in New Hampshire lack qualified teachers to adequately serve young children with special needs. A lack of knowledge and skills regarding serving young children with special needs leads to teachers leaving their positions, and adults in the program making decisions to expel or suspend these children. Teachers also often hold implicit biases that result in the more frequent expulsion and suspension of 4-year old boys, and especially boys of color, than other children in the program. Group trainings made available to both child care teachers and directors who are serving young children with special needs and to those who have not yet served these children are one necessary modality for preparing child care teachers and directors to address their biases, think about their decisions, and utilize positive guidance and discipline practices to successfully include young children with special needs.

NH DCYF has seen an increase in its referrals and caseload in the past few years. This is due, in part, to the opioid crisis New Hampshire is experiencing. As a result, more children are experiencing trauma, and more intensive trauma than had been previously detected, resulting in very challenging behaviors that require specialized interventions such as Trauma-Informed Early Childhood Services (TIECS).

New Hampshire is a Pyramid Model State. "The Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children is a conceptual framework of evidence-based practices developed by two national, federally-funded research and training centers: The Center for the Social and Emotional Foundations for Early Learning (CSEFEL) and TACSEI." (From the Technical Assistance Center on Social Emotional Intervention website: http://challengingbehavior.fmhi.usf.edu/do/pyramid_model.htm). Supports to child care teachers and directors, including training and consultation, should encompass the tiered Pyramid Model approach.

NH DHHS/DCYF/Child Development Bureau, in collaboration with a cross-sector task force, has developed a Policy for the Prevention of Expulsion and Suspension in New Hampshire Early Childhood Programs: A Statement on Inclusion. All consultation and training through this contract must focus on expulsion and suspension prevention in relation to this policy. Additionally, consultants and trainers should assist child care programs to meet the licensing requirements around expulsion and suspension.



3. STATEMENT OF WORK

3.1. Covered Populations and Services

Young children with special needs who are in child care programs and are at risk for expulsion from child care are the primary population served. They are served when direct consultation is provided to their teachers and directors. The secondary population served is child care teachers and directors in any child care program in New Hampshire that enrolls or may enroll in the future children at any age 6 weeks through 5 years with special needs. This group is served by group trainings to enhance their capacity to successfully include young children with special needs.

3.2. Required Services

- 3.2.1.** Because there is ample evidence of the necessity for well-qualified early childhood education technical assistance consultants, for the purposes of this contract, consultants providing technical assistance consultation to teachers and directors in child care programs must have the CDB Early Childhood Master Professional Credential with the Program Consultant or Allied Professional Endorsement. Candidates for consultant positions can apply for this credential through the CDB. Additionally, consultants must have participated in Trauma-Informed Early Childhood Services training. These qualifications apply to the administrator of this contract as well.

Q1. How would you assure that consultants and the administrator working for this contract are fully qualified based on the requirements outlined above?

- a. How would you assess qualifications before a consultant began working for the contract?
- b. What documentation would you provide to the CDB to prove each consultant is fully qualified?

- 3.2.2.** Because there is ample evidence of the necessity for well-qualified early childhood education trainers, for the purposes of this contract, trainers providing group trainings to teachers and directors in child care programs must have the CDB Early Childhood Master Professional Credential with the Workshop Trainer, Faculty or Allied Professional Endorsement. Candidates for training positions can apply for this credential through the CDB. Additionally, trainers must have participated in Trauma-Informed Early Childhood Services training. These qualifications also apply to the administrator of the contract, if the administrator provides training under the contract.

Q2. How would you assure that trainers and the administrator, if applicable, working for this contract are fully qualified based on the requirements outlined above?

- a. How would you assess qualifications before a trainer began working for the contract?
- b. What documentation would you provide to the CDB to prove each trainer is fully qualified?



- 3.2.3. Because there is a range of consultation needs depending on the specific child care program, child care teacher, and child or children, both telephone and on-site consultation will be available to all child care programs.

Q3. What criteria would you use to assess the consultation needs of any specific child care program, teacher, and child or children?

- a. How would you determine the need for telephone or on-site consultation?
- b. How would you determine the qualifications needed in the consultant to work with a specific child care program and child or children?

- 3.2.4. Because child care placements for young children with special needs are most successful when child care directors, teachers and parents work together and provide consistency to and from the child care program and home, communication with the child or children's family will be part of each on-site consultation.

Q4. How would you assure that there are opportunities for families to be meaningfully included in all consultations that include on-site consultation?

- 3.2.5. Because young children with special needs are often involved with one or more community services or programs to address the special needs, it is important to align with the supports already being provided to the child.

Q5. How would you assure that consultation aligns with the supports already being provided to the child? How would you assure that you have collaborative relationships at the state, regional, and local levels among those programs and services working with young children with special needs?

- 3.2.6. The contractor must comply with New Hampshire State Law RSA 170-E:7, If applicable.

Q6. If the contractor determines that compliance with RSA 170- E:7 is applicable, describe the process of determining which criminal convictions preclude an individual from being allowed contact with children in a child care program. Describe the process of addressing a criminal record that precludes contact with children with a contract staff member, consultant, trainer, or volunteer.

- 3.2.7. Administer the Consultation for Successful Inclusion of Young Children with Special Needs program

Q7. Describe the process of administering the Consultation for Successful Inclusion of Young Children with Special Needs program

- a. What in your past and current experience and capacity qualifies you to administer this contract?
- b. How would you provide staffing and/or consultants and trainers to adequately administer the program including, but not limited to, number of hours per week and staff and/or consultant or trainer qualifications? Provide resumes for any proposed position where you have identified proposed staff and/or consultants and trainers, and job descriptions for any



proposed position where you have not identified proposed staff and/or consultants and trainers.

- c. How would you determine the proportion of time a project manager would spend administering the contract vs. providing consultation and/or training as part of their job, if applicable?
- d. How would you assure that all staff and/or consultants have adequate working knowledge of child care programs so that recommendations and plans developed during consultation are successful in the classroom and child care program?
- e. How would you increase the number of child care teachers and directors of young children who have knowledge and skills to teach young children with special needs? Include a description of how you will engage child care directors, child care teachers and community partners in your work.
- f. How would you, including staff, consultants, trainers, and volunteers, demonstrate cultural competence with child care teachers and directors, young children and their families, and community partners?
- g. How would you work with child care programs and community partners to maximize the amount of consultation to child care teachers and directors provided through this contract?
- h. How would you assure that consultation and training provided through this contract is provided equitably across the state and across the term of the contract?
- i. Provide a projected number of child care teachers and directors who would receive consultation for each SFY of the contract and how you would balance administrative costs and consultation to achieve this.
- j. How would you identify opportunities to promote collaboration, information sharing, and support specific to inclusive child care among early childhood leaders throughout the state?
- k. How would you administer the Child Care Aware® of America, NDS Training and Technical Assistance Management (TTAM) Module to record the technical assistance provided through consultation, and training provided to child care teachers and directors through this contract? Access to the Child Care Aware® of America, NDS TTAM Module requires the contractor to purchase and/or maintain a Child Care Aware® of America membership. The contractor must also have a written technology policy governing permitted use of the NDS TTAM Module. Staff using the NDS TTAM Module must receive adequate training in the use of the module.
- l. How would you provide information regarding the total funds spent on consultation and training focused on infants and toddlers each quarter?

Q8. *Assure that teachers and directors in child care programs are aware of the Consultation for Successful Inclusion of Young Children with Special Needs program and how to access it.*



- a. What modalities, materials, places and events would you use to make child care teachers and directors aware of the Consultation for Successful Inclusion of Young Children with Special Needs program?
- b. With which community and statewide programs and organizations would you collaborate to assure that information regarding the Consultation for Successful Inclusion of Young Children with Special Needs program is made available to child care teachers and directors?
- c. How would you assure that all licensed child care programs in New Hampshire receive information regarding the Consultation for Successful Inclusion of Young Children With Special Needs program?

Q9. *Assure that consultation addresses the individual needs of each child utilizing developmentally appropriate practices and evidence-based practices for the successful inclusion of young children with special needs, especially those exhibiting serious challenging behaviors*

- a. How would you assure that consultation provided addresses the individual needs of each child utilizing developmentally appropriate practices?
- b. How would you assure that consultation provided utilizes evidence-based practices for the successful inclusion of young children with special needs, especially those exhibiting serious challenging behaviors?

Q10. *Improve knowledge and skills of child care teachers and directors*

- a. In addition to telephone and on-site consultation, how would you determine what materials, trainings and programs, including the early childhood tuition assistance program, you would support child care teachers and directors to access?
- b. What resources would you use to determine whether available materials, trainings and programs are developmentally appropriate?
- c. How would you determine what trainings to provide to child care teachers and directors?
- d. How would you assure that trainings reflect appropriate NH Core Knowledge areas and the NH Early Learning Standards?
- e. How would you assure that trainings are coordinated with and not duplicative of trainings offered by other early childhood education agencies and programs in New Hampshire?
- f. How would you assure that trainings and consultation through this contract focus on expulsion and suspension prevention in relation to the Policy for the Prevention of Expulsion and Suspension in NH Early Childhood Programs: A Statement on Inclusion?
- g. How would you assist child care programs to meet the licensing requirements around expulsion and suspension?



Q11. Evaluate the Consultation for Successful Inclusion of Young Children with Special Needs program

- a. How you would evaluate how well the program is achieving its goals?
- b. What are the key metrics for this contract and how would you track your performance on these metrics?
- c. How would you report your progress, performance and evaluation to the CDB including, but not limited to, frequency, method and content of these reports?

Q12. The Bidder shall include a preliminary work plan that addresses all aspects of the requirements of this contract, including a time line. Within thirty (30) days of the approval of a Contract, the Contractor shall be required to submit a detailed work plan for approval by the Administrator of the Child Development Bureau. The Contractor shall be responsible for keeping all work associated with the Contract on schedule based on the work plan submitted by the Contractor and approved by DHHS.

Provide a work plan that complies with the requirements described above.

3.3. Anticipated Outcomes

- 3.3.1.** Children with special needs enrolled in child care whose teachers and directors receive consultation will be more successfully included in all aspects of early learning and development, which include but are not limited to self-care activities, meals and snacks, child-directed and teacher-directed activities, indoor and outdoor environments, and social interaction and play activities in the child care program.
- 3.3.2.** Children with special needs enrolled in child care whose teachers and directors receive consultation will be retained in their current child care placement.
- 3.3.3.** Young children with special needs in child care programs will have early education and development experiences that support their early learning and development and prepare them for kindergarten.
- 3.3.4.** Teachers who have a child with special needs in their class who receive consultation will remain employed in their current position.
- 3.3.5.** Teachers and directors serving young children with special needs who receive consultation and/or group training will utilize knowledge and skills they learned, such as developmentally appropriate practice, evidence-based practices, such as the Pyramid Model approach and/or providing Trauma-Informed Early Childhood Services to more successfully include children with special needs in all aspects of early learning and development as listed in number 1 above.
- 3.3.6.** Training and technical assistance data collected through the **Child Care Aware® of America, NDS Training and Technical Assistance Management (TTAM) Module** will serve to satisfy Federal Reporting Requirements around inclusion.



3.4. Compliance

3.4.1. Culturally and Linguistically Appropriate Standards

The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

- 3.4.1.1. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 3.4.1.2. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.
- 3.4.1.3. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 3.4.1.4. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 3.4.1.5. Successful applicants will be:
 - a. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;
 - b. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.



- 3.4.1.6. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
- a. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - b. The frequency with which LEP individuals come in contact with the program, activity or service;
 - c. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
 - d. The resources available to the organization to provide language assistance.

- 3.4.1.7. **Bidders are required to complete the TWO (2) steps listed in the Appendix D to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.

For guidance on completing the two steps in Appendix D, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website. <http://www.dhhs.nh.gov/business/forms.htm>.

4. FINANCE

4.1. Financial Standards

Access to funding for this project is dependent upon meeting the requirements of the Catalog of Federal Domestic Assistance (CFDA) #93.575, Federal Agency Health and Humans Services, Child Care and Development Block Grant in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.



5. PROPOSAL EVALUATION

5.1. Technical Proposal

Proposal formatting and adherence to instructions	5 points
Experience and capacity of the organization	10 points
Staff, consultant, trainer qualifications (Q1, Q2)	20 points
Consultation plan (Q3-Q5)	30 points
Compliance with State Law (Q6)	10 points
Administration (Q7, Q8, Q9, Q 10)	60 points
Evaluation (Q 11)	30 points
Work Plan (Q 12)	20 points
Bidder references	5 points
Statement of Bidder Financial Condition	5 points
Staffing and resumes and/or job descriptions	<u>5 points</u>

Total **200 points**

5.2. Cost Proposal

Each section of the RFP requires a separate Budget and Budget Narrative. The cost proposal will be evaluated separately based on 100 points and scored as follows:

Budget (Appendix C- separately for each State Fiscal Year)	50 points
Budget Narrative (Please provide details for each budget line item identified in Appendix C, include all calculations, formulas, and methodologies on how you arrived at your numbers.)	<u>50 points</u>

Total **100 points**

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
 Department of Health and Human Services
 Caroline Trexler
 Contract Specialist
 Brown Building
 129 Pleasant Street
 Concord, New Hampshire 03301
 Email: Caroline.Trexler@dhhs.nh.gov
 Fax: 603-271-4232
 Phone: 603-271-9062



Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

Procurement Timetable		
(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	12/9/16
2.	Optional Letter of Intent Submission Deadline	12/23/16
3	RFP Questions Submission Deadline	1/10/17
4	DHHS Response to Questions Published	1/17/17
5	Technical and Cost Bids Submission Deadline	1/31/17

6.3. Letter of Intent

A Letter of Intent to submit a Proposal in response to this RFP is optional.

Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.

The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.



Questions will only be accepted from those Bidders who have submitted a Letter of Intent by the deadline given in Section 6.2, Procurement Timetable. Questions from all other parties will be disregarded. DHHS will not acknowledge receipt of questions.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.4.2. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Written answers to questions asked will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>) and sent as an attachment in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with RFP-2018-DCYF-03-Consu. Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.



6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.13. Public Disclosure

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.



Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

6.15. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).



In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.19. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.



- 7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- 7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.
- 7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.
- 7.1.1.5. Fax or email copies will not be accepted.
- 7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

- 7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.
- 7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.
- 7.1.2.3. Major sections of the Proposal separated by tabs.
- 7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- 7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

- 7.1.3.1. Original in 3 ring binder marked as "Original."
- 7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."
- 7.1.3.3. 4 copies in bound format marked as "Copy."
- 7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.3.5. Front cover labeled with:
 - a. Name of company / organization;
 - b. RFP#; and
 - c. Technical Proposal.

7.1.4. Cost Proposal

- 7.1.4.1. Original in 3 ring binder marked as "Original."
- 7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.
- 7.1.4.3. 2 copies in bound format marked as "Copy."
- 7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.



- 7.1.4.5. Front cover labeled with:
 - a. Name of company / organization;
 - b. RFP#; and
 - c. Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section:
(Each of these components must be separate from the others and uniquely identified with labeled tabs.)

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

- a. On the Bidding company's letterhead;
- b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
- c. Contain the following:
 - i. Identify the submitting organization;
 - ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
 - v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
 - vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
 - vii. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
 - viii. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
 - ix. Date Proposal was submitted; and
 - x. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

- a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;



- c. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
- d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

- a. At a minimum respond to:
 - i. General company overview;
 - ii. Ownership and subsidiaries;
 - iii. Company background and primary lines of business;
 - iv. Number of employees;
 - v. Headquarters and Satellite Locations;
 - vi. Current project commitments;
 - vii. Major government and private sector clients; and
 - viii. Mission Statement.
- b. This section must include information on:
 - i. The programs and activities of the organization;
 - ii. The number of people served; and
 - iii. Programmatic accomplishments.
- c. And also include:
 - i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
 - ii. All strengths that are considered an asset to the program.
- d. The Bidder should demonstrate:
 - i. The length, depth, and applicability of all prior experience in providing the requested services;
 - ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

- a. Name, address, telephone number, and website of the customer;
- b. A description of the work performed under each contract;



- c. A description of the nature of the relationship between the Bidder and the customer;
- d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- e. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- a. Bidder Information and Declarations: Exceptions to Terms and Conditions, Appendix A

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition



The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- a. Opinion of Certified Public Accountant
- b. Balance Sheet
- c. Income Statement
- d. Statement of Cash Flow
- e. Statement of Stockholder's Equity of Fund Balance
- f. Complete Financial Notes
- g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

- a. Uncertified financial statements; and
- b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- a. Bidder Information and Declarations:
 - i. Exceptions to Terms and Conditions, Appendix A
 - ii. CLAS Requirements, Appendix D



iii. Personnel Sheet, Appendix E

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Penalties, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in the Appendix B.

8.1.2. Penalties

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

9.1. Appendix A – Exceptions to Terms and Conditions

9.2. Appendix B – Contract Minimum Requirements

9.3. Appendix C – Budget

9.4. Appendix D – CLAS Requirements

9.5. Appendix E – Personnel Sheet

9.6. Appendix F – Expulsion Policy